

What is “Ordinary Wear and Tear”?¹

Landlords are permitted to deduct from security deposits for damage or excessive filth, but not for ordinary wear and tear. But what is ordinary wear and tear? Here are some examples.

Ordinary Wear and Tear: Landlord's Responsibility	Damage or Excessive Filth: Tenant's Responsibility
Curtains faded by the sun	Cigarette burns in curtains or carpets
Water-stained linoleum by shower	Broken tiles in bathroom
Minor marks on or nicks in wall	Large marks on or holes in wall
Dents in the wall where a door handle bumped it	Door off its hinges
Moderate dirt or spotting on carpet	Rips in carpet or urine stains from pets
A few small tack or nail holes in wall	Lots of picture holes or gouges in walls that require patching as well as repainting
A rug worn thin by normal use	Stains in rug caused by a leaking fish tank
Faded paint on bedroom wall	Water damage on wall from hanging plants
Dark patches of ingrained soil on hardwood floors that have lost their finish and have been worn down to bare wood	Water stains on wood floors and windowsills caused by windows being left open during rainstorms
Warped cabinet doors that won't close	Sticky cabinets and interiors
Stains on old porcelain fixtures that have lost their protective coating	Grime-coated bathtub and toilet
Clothes dryer that delivers cold air because the thermostat has given out	Dryer that won't turn at all because it's been over-loaded
Toilet flushes inadequately because mineral deposits have clogged the jets	Toilet won't flush properly because it's stopped up with a diaper

Are marks on walls and baseboards from wheel chairs considered “ordinary wear and tear”? Typically, but you should discuss and negotiate with your landlord about how ADA regulations may affect “normal wear and tear” definitions and expectations.

¹ Adapted from: <http://www.nolo.com>.